

This instrument was prepared under the direction of:

James D. Stokes, Esq., City Attorney

Prepared by:

CITY OF PORT ST. LUCIE

City Attorney's Office

121 S.W. Port St. Lucie Boulevard

Port St. Lucie, FL 34984

(Space above this line reserved for recording office use only)

TERMINATION OF RESTRICTIVE COVENANT

WHEREAS, on October 7, 1996, a Restrictive Covenant was recorded in Official Records Book 1039, at Page 1189, of the Public Records of St. Lucie County, Florida, encumbering the following described property, to wit:

Lots 1 and 2, Block 183, Port St. Lucie Section Four, according to the Plat thereof, as recorded in Plat Book 12, at Page 14, 14A through 14G, of the Public Records of St. Lucie County, Florida.

WHEREAS, by said Restrictive Covenant, the Owners stated that they occupied the subject property as one single residential unit and intended to restrict the subject property so that it can be occupied and used only as one single residential unit; and

WHEREAS, the Restrictive Covenant was created for the purpose of combining the properties so they would be assessed by the City of Port St. Lucie as a single residential unit for the water/sewer extension project, referred to as SAD 1 Phase 2; and

WHEREAS, the Owner Phog Enterprises LLC, a Florida limited liability company acquired title to Lot 1 by Warranty Deed dated July 6, 2020, and recorded on July 10, 2020 in Official Records Book 4444, Page 481, of the Public Records of St. Lucie County, Florida; and

WHEREAS, the Owner Kevin C. Will acquired title to Lot 1 by Life Estate Deed dated September 12, 2018, and recorded on October 10, 2018 in Official Records Book 4190, Page 1867, of the Public Records of St. Lucie County, Florida; and

WHEREAS, the Owner Holiday Builders, Inc., acquired title to Lot 2 by General Warranty Deed dated February 14, 2020, and recorded on February 21, 2020 in Official Records Book 4835, Page 1755, of the Public Records of St. Lucie County, Florida; and

WHEREAS, the Owners wish to separate the subject property and no longer desire to occupy the subject property as one single residential unit; and

WHEREAS, the City of Port St. Lucie agrees to the Termination of said Restrictive Covenant, upon payment of the total sum of **Two Hundred Dollars and Zero Cents (\$200.00)**, which sum represents the total outstanding assessments due and owing on the subject properties based upon equivalent residential connections (ERC) within the Utility Service assessment area; and

WHEREAS, by the Termination of the Restrictive Covenant, each of the lots identified herein will be subject to assessment by the City of Port St. Lucie as a separate residential unit for the water/sewer extension project, referred to as SAD 1 Phase 2.

NOW, THEREFORE, for and in consideration of the sum of **\$200.00**, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City of Port St. Lucie hereby covenants and agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The City of Port St. Lucie hereby acknowledges receipt of full and complete payment in satisfaction of the referenced Restrictive Covenant and said Restrictive Covenant is hereby released, satisfied and discharged in its entirety.
3. The Restrictive Covenant recorded in Official Records Book 1039, at Page 1189, of the Public Records of St. Lucie County, Florida, restricting the subject property to one single residential unit is hereby terminated.
4. By the Termination of said Restrictive Covenant, the lots described herein, shall each be subject to assessment by the City of Port St. Lucie as a separate residential unit for the water/sewer extension project, referred to as SAD 1 Phase 2.
5. Lots 1 and 2, Block 183, Port St. Lucie Section Four, may be developed independently of each other in accordance with the rules and regulations of the City of Port St. Lucie.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City of Port St. Lucie, Florida, a Florida municipal corporation, has caused this Termination of Restrictive Covenant to be executed by its proper and duly authorized public official on this _____ day of _____, 2020.

WITNESSES

CITY OF PORT ST. LUCIE
a Florida municipal corporation

Signature
Print Name: _____

By: _____
Gregory J. Oravec, Mayor

Signature
Print Name: _____

NOTARIZATION AS TO CITY OF PORT ST. LUCIE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 20____, by GREGORY J. ORAVEC, as Mayor of the City of Port St. Lucie, and on behalf of the City of Port St. Lucie who is [] personally known to me, or who has [] produced the following identification

_____.

NOTARY SEAL/STAMP

Signature of Notary Public
Print Name: _____
Notary Public, State of _____
My Commission expires _____